



**STATE OF ARIZONA**  
**DEPARTMENT OF TRANSPORTATION**  
**PROCUREMENT**



**AZFACTS FAX-ON-DEMAND**

ADOT SOLICITATION REFERENCE NUMBER: **T06-21-00067**  
Commodity Code: **0550-0008, 0055-0076, 0557-0055, 0559-0060, 0550-0010, 0550-0022, 0550-0041**  
Description: **Flexible Delineators, K-Markers, Round Surface Mount Delineators**  
**DUE DATE: May 1, 2006** at 5:00 P.M. MST  
DATE POSTED: **April 14, 2006**  
Submittal Location:

Arizona Department of Transportation  
Procurement Group  
1739 West Jackson Street, Suite A, 100P  
Phoenix, Arizona 85007-3276

**REPLY TO: FAX: (602) 712-8647**

Responsible Contract Officer: Judy Junge Phone: (602) 712- 8516

**PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.**

**"An Equal Employment Opportunity Agency"**

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity Program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

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**1.0 SCOPE OF WORK**

It is the intent of the Arizona Department of Transportation (ADOT), here into referred to as the Department, to establish a contract for Flexible Delineators, K-Markers and Round Mount Delineators with base mounts and soil anchors, in full accordance with the following specifications:

## 1.1 **GENERAL REQUIREMENTS**

The Flexible Delineator/K-Marker products offered shall be specifically designed to assist drivers by providing positive all-weather night and day guidance and marking of roadway alignment and other features. Additionally, these products shall be capable of resisting bumper and wheel hits by errant vehicles without damage to themselves, their reflective elements or the striking vehicle. The devices and reflective elements (or reflector tabs) shall be able to maintain their intended function after repeated vehicle hits and long term outdoor exposure.

The surface mount delineator and flexible delineators shall be American Association of State Highway and Transportation Officials National Transportations Product Evaluation Program, AASHTO-NTPED tested and shall be listed on the Department's approved project list (APL).

The items supplied shall consist of all the materials and fabrication services necessary to provide the Department with flexible delineator/marker (DMC) devices, K -Markers, and related items that are ready to use in the field.

All materials shall be rated for outdoor and long life applications. The flexible DMC devices, including the K-Markers and related installation equipment, shall be in accordance with the requirements described in the Fax On Demand solicitation and as specified herein on the price sheets.

The bid will be awarded to those Offerors who demonstrate to the Department by their response to this solicitation that they can supply the needed flexible DMC devices, K -Markers in accordance to these specifications. The items needed for the solicitation are as follows:

### 1. **ROUND SURFACE MOUNT DELINEATORS**

48" White tube or tube like body with base. Top has a white 12" long Prismatic sheeting reflector that wraps around the entire body .

### 2. **K-MARKERS**

18" End K-Markers with a round or flat body and a 6" x 12" horizontal paddle attached or molded at the top. The front face shall have three fluorescent yellow prismatic reflector tabs (3" x 3" minimum). It shall have a single 2" x 10" yellow prismatic yellow on the back.

### 3. **FLEXIBLE DELINEATORS**

72" single piece flexible Delineators with soil anchor. White body with a single 1" x 18" white Prismatic Sheeting reflector on top and centered in the middle of the body.

## 2.0 **UNIFORM TERMS AND CONDITIONS**

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Judy A. Junge, CPPB at (602) 712-8516.

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## 3.0 **SPECIAL TERMS AND CONDITIONS**

### **3.1 TERM OF CONTRACT**

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter unless terminated, cancelled or extended as otherwise provided herein. **Aggregate amount of contract shall not exceed \$49,999.99.**

### **3.2 CONTRACT EXTENSION**

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months **or** not to exceed \$49,999.99, **which ever comes first.**

The Department reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.

### **3.3 CHANGES**

The Department reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract.

### **3.4 BID EVALUATION**

In accordance with the Arizona Procurement Code §41-2535, awards shall be made to the responsible bidder submitting the quotation, which is most advantageous to the State and conforms to the requirements and criteria set forth in this Fax on Demand.

### **3.5 ELIGIBLE AGENCIES**

Any contract resulting from this solicitation shall be for the exclusive use of the agency designated on the cover sheet of this document.

### **3.6 ORDERING PROCESS**

Upon award of a contract the Department's Procurement Group, or any designated Agency may procure the specific material and/or service awarded by the issuance of a contract purchase order to the appropriate contractor.

Each contract purchase order must cite the correct contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the Code for public bidding shall be complied with. A contract purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the using agency to order and the contractor to deliver the material and/or service.

inclusive of but not limited to contract cancellation, suspension and/or debarment of the contractor.

### **3.7 SHIPPING TERMS**

Prices shall be **F.O.B. Destination, freight prepaid**, to the following locations:

Arizona Department of Transportation:

Prescott Signing & Striping  
6989 E. 2<sup>nd</sup> Street  
Prescott Valley, Arizona 86314

The contractor shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The Department shall notify the contractor promptly of any damaged and shall assist the contractor in arranging for inspection.

### **3.8 DELIVERY**

Deliveries shall be completed as soon as possible, but no later than **fifteen (15) days after the receipt of order (ARO)**. Deliveries shall be made to address shown on the Purchase Order (PO).

### **3.9 ACCEPTANCE**

Each item delivered shall be subject to a complete inspection by the maintenance location. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials. If the delivered product is returned to the contractor for corrective action prior to acceptance for any reason, an additional period of fifteen (15) calendar days shall be allowed for inspection when subsequent deliveries occur.

The contractor shall be fully responsible for the transport of the material from and to the delivery location, for installation and/or for the correction of items or workmanship not in compliance with the specifications.

Product returned to the contractor for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted by the contract administrator.

### **3.10 INVOICING**

Separate invoices are required for each shipment of product.

Each separate invoice shall include at a minimum:

- Description and listing of quantities
- Date of shipment
- Department contract number and purchase order number

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- Price per unit and total per unit
- Applicable taxes

- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

### **3.11 PROMPT PAYMENT DISCOUNT**

Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price (See Attachment 2, Price Sheet(s)).

### **3.12 SAFETY STANDARDS**

All items supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

### **3.13 WARRANTY**

The bidder warrants:

1. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.
2. The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of delivery.

All bidders shall indicate on a separate written sheet that is submitted with their bid the exact conditions, limitations and duration of their warranty. As a minimum the warranty provided shall conform to the requirements stated herein.

### **3.14 VENDOR REGISTRATION**

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed Substitute W-9, Page 15, on file with the Department's Procurement Section. No payments shall be made until the forms are on file. Questions may be directed to Bonnie Hartley at (602) 712-8520.

### **3.15 CONTRACT ADMINISTRATION**

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact:

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Judy A. Junge, CPPB  
Contract Officer  
(602) 712-8516

Following award, the contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

### **3.16 ESTIMATED QUANTITIES**

This solicitation references quantities as a general indication of the needs of the Department. The Department anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the Department reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

**No guarantee is made concerning any annual quantities to be actually ordered. Contract shall not exceed \$49,999.99.**

### **3.17 NOTICES**

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- a. If intended for the State, to:

Arizona Department of Transportation  
Procurement Group  
1739 W. Jackson Street, Suite A, 100P  
Phoenix, Arizona 85007-3276  
Attention: Judy A. Junge, CPPB

- b. If intended for the contractor, to:

The contractor Name  
Address  
City, State, Zip  
Attention:

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Chief Procurement Officer and, if intended for the contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder.

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Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

### **3.18 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY**

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property

pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

### **3.19 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States.

Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

### **3.20 FEDERAL IMMIGRATION AND NATIONALITY ACT**

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract.

The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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### **3.21 INDEMNIFICATION CLAUSE**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### 3.22

### **INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

Products – Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Blanket Contractual Liability – Written and Oral	\$500,000
Fire Legal Liability	\$25,000
Each Occurrence	\$500,000

- a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

## 2. **Automobile Liability**

- a. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)  
\$500,000

The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

## 3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- c. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

## **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **State of Arizona Department of Transportation, 1739 W. Jackson St., Suite A, 100P, Phoenix, AZ 85007, Judy A. Junge, CPPB** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **State of Arizona Department of Transportation, 1739 W. Jackson St., Suite A, 100P, Phoenix, AZ 85007, Judy A Junge**, within **five (5)** days of notification. The Contractor shall furnish certificates similar to **Exhibit 1, Certificate of Insurance**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance.

The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### **4.0 UNIFORM INSTRUCTIONS TO OFFERORS**

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Judy A. Junge at (602) 712-8516.

#### **5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS**

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated.

Responses must be in writing, signed and faxed to: (602) 712-8647, Attention: Judy A. Junge.

Complete and return the following:

- PRICE SHEET
- OFFER & CONTRACT AWARD SHEET
- SUBSTITUTE W-9 FORM
- ALL SOLICITATION AMENDMENTS, IF ANY

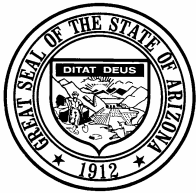


Exhibit 1

STATE OF ARIZONA  
CERTIFICATE OF INSURANCESTATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATIONPROJECT TITLE: Round Mount Delineators, K-Markers, Flexible DelineatorsCONTRACT NUMBER: T06-21-00067

PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
INSURED	A	
	B	
	C	
	D	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS- COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON) \$ _____ \$ _____ \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (PER PERSON) \$ _____ BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE \$ _____
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ _____ AGGREGATE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE \$ _____ \$ _____
	BUILDERS RISK				
	OTHER:				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAY WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER / ADDITIONAL INSURED

State of Arizona  
Arizona Department of Transportation  
1739 W. Jackson St. Suite A, 100P  
Phoenix, AZ 85007-3276

AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY

SIGNATURE

DATE: \_\_\_\_\_

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## OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 West Jackson, Suite A, 100P  
Phoenix, Arizona 85007-3276  
Phone: (602) 712-7211



SOLICITATION NO. **T06-21-00067**

Submit this form with an original signature to the State.

### OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Federal Employer Identification

No.: \_\_\_\_\_

For clarification of this offer, contact:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Offeror's (Company) Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Company Email Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
Title

### SMALL BUSINESS CERTIFICATION

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (A.R.S. §41-1001). Procurements estimated to cost less than fifty thousand dollars (\$50,000.00) shall be restricted to small businesses in accordance with A.A.C. R2-7-335.

\_\_\_\_\_  
Signature of Person Authorized to Certify Status as Small Business

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

### Round Delineators, K-Markers and Flexible Delineators

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order.

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Judy A Junge, CPPB

As Procurement Officer and not personally\_

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### PRICE SHEET

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER

SOLICITATION NO. T06-21-00067

Quantities are for estimating purposes only and are not intended to indicate the actual quantities, which may be required by this contract.

Description	Est. Qty.	Unit	Unit Price	Extended Price	Brand Product* Name & Model #
1. 48" Round Surface Mount Delineators	150	EA	\$_____	\$_____	Brand_____ Model#_____
				—	
2. Base for surface mount Delineators	150	EA	\$_____	\$_____	Brand_____ Model#_____
				—	
3. 18" Island End K-Markers	160	EA	\$_____	\$_____	Brand_____ Model#_____
				—	
4. Surface Mount Base	160	EA	\$_____	\$_____	Brand_____ Model#_____
				—	
5. 72" Flexible Delineators	500	EA	\$_____	\$_____	Brand_____ Model#_____
				—	
6. Soil Anchor	500	EA	\$_____	\$_____	Brand_____ Model#_____
				—	

**\*Attach Information Sheet on each Product Offered.**

**Do not include sales tax in the above figures. Tax will not be used in the evaluation of bids.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Representatives Name**

\_\_\_\_\_  
**% Arizona Sales Tax, State & City**

IF PAYMENT IS MADE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE CAN BE DISCOUNTED BY \_\_\_\_\_%.

DO NOT SEND TO IRS		<b>STATE OF ARIZONA</b> SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM				DO NOT SEND TO IRS	
Vendor MUST Print or Type Information						Vendor MUST Print Or Type Information	
• Taxpayer Identification Number (TIN)				• TIN Type		<input type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Social Security Number (SSN)	
• Legal Name Must match TIN above						• State of Arizona HRIS EIN    State of Arizona Employees ONLY	
• Entity Type    Select one of the following		• Minority Business Indicator    Select one of the following					
<input type="checkbox"/> Corporation (NOT providing health care, medical or legal services) (5A) <input type="checkbox"/> Corporation (providing health care, medical or legal services) (5M) <input type="checkbox"/> Partnership, LLP (5T) <input type="checkbox"/> Individual/Sole Proprietor (6I) <input type="checkbox"/> The US or any of its political subdivisions or instrumentalities (2G) <input type="checkbox"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G) <input type="checkbox"/> Tax-exempt organization under IRC §501 (5C) <input type="checkbox"/> An international organization or any of its agencies or instrumentalities (5U) <input type="checkbox"/> State of Arizona employee (1E) <input type="checkbox"/> Other Non-Tax-Exempt Entity (5P)		<input type="checkbox"/> Small Business (01) <input type="checkbox"/> Small Business – African American (23) <input type="checkbox"/> Small Business – Asian (24) <input type="checkbox"/> Small Business – Hispanic (25) <input type="checkbox"/> Small Business – Native American (27) <input type="checkbox"/> Small Business – Other Minority (05) <input type="checkbox"/> Small, Woman Owned Business (06) <input type="checkbox"/> Small, Woman Owned Business - African American (29) <input type="checkbox"/> Small, Woman Owned Business – Asian (30) <input type="checkbox"/> Small, Woman Owned Business – Hispanic (31) <input type="checkbox"/> Small, Woman Owned Business – Native American (33) <input type="checkbox"/> Small, Woman Owned Business – Other Minority (11) <input type="checkbox"/> Woman Owned Business (03) <input type="checkbox"/> Woman Owned Business – African American (17) <input type="checkbox"/> Woman Owned Business – Asian (18) <input type="checkbox"/> Woman Owned Business – Hispanic (19) <input type="checkbox"/> Woman Owned Business – Native American (21) <input type="checkbox"/> Woman Owned Business – Other Minority (08) <input type="checkbox"/> Minority Owned Business – African American (17) <input type="checkbox"/> Minority Owned Business – Asian (32) <input type="checkbox"/> Minority Owned Business – Hispanic (74) <input type="checkbox"/> Minority Owned Business – Native American (15) <input type="checkbox"/> Minority Owned Business – Other Minority (02) <input type="checkbox"/> Non-Profit, IRC §501© (88) <input type="checkbox"/> Non-Small, Non-Minority or Non-Woman Owned Business (00)					
• Main Address    Where tax information and general correspondence is to be mailed							
DBA/Branch/Location							
Address							
Address continued							
City		State		Zip code			
• Remit to Address <input type="checkbox"/> Same as Main		Contact Information					
DBA/Branch/Location		Name					
Address		Phone #				EXT	
Address continued		Fax					
City		State		Zip code	email		

• Certification

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
  2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
  3. I am a U.S. person (including U.S. resident alien).
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup.**

Signature  Title  Current Date

STATE OF ARIZONA **AGENCY** USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY  Agency Authorization  Print Name  Date

STATE OF ARIZONA **GAO** USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ Other  ☐ Other

Vendor Number  MC  Processed by  Date Processed

GAO-W-9 Revised 03/15/05

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